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UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

In Re:

**RAYMOND A JACKSON**

### Debtor-in-Possession,

Case No. 12-55661 CN

## CHAPTER 11

Date: May 8, 2014

Time: 11:00 AM

Court: Courtroom 3070

Honorable: Charles Novack

COMBINED PLAN OF REORGANIZATION  
AND DISCLOSURE STATEMENT  
DATED: March 25, 2014

## INTRODUCTION

This is Debtor's Combined Chapter 11 Plan of Reorganization and Disclosure Statement dated March 25, 2014 (the Plan). The Plan identifies each known creditor by name and describes how each claim will be treated if the Plan is confirmed.

Part 1 contains the treatment of creditors with secured claims; Part 2 contains the treatment of general unsecured creditors: 5% of their allowed claims in monthly payments over

1 60 months. Taxes and other priority claims would be paid in  
2 full, as shown in Part 3.

3                   Most creditors (those in impaired classes) are  
4 entitled to vote on confirmation of the Plan. Completed ballots  
5 must be received by Debtor's counsel, and objections to  
6 confirmation must be filed and served, no later than May 1,  
7 2014. The court will hold a hearing on confirmation of the Plan  
8 on May 8, 2014 at 11:00 A.M.

9                   Attached to the Plan are exhibits containing financial  
10 information that may help you decide how to vote and whether to  
11 object to confirmation. Exhibit 1 includes background  
12 information regarding Debtor and the events that led to the  
13 filing of the bankruptcy petition and describes significant  
14 events that have occurred during this Chapter 11 case. Exhibit  
15 2 contains an analysis of how much creditors would likely  
16 receive in a Chapter 7 liquidation. Exhibit 3 shows Debtor's  
17 monthly income and expenses. Exhibit 4 describes the sources of  
18 income for the payments required under the Plan.

19                   Whether the Plan is confirmed is subject to complex legal  
20 rules that cannot be fully described here. You are strongly  
21 encouraged to read the Plan carefully and to consult an attorney  
22 to help you determine how to vote and whether to object to  
23 confirmation of the Plan.

24                   If the Plan is confirmed, the payments promised in the Plan  
25 constitute new contractual obligations that replace the Debtor's  
26 pre-confirmation debts. Creditors may not seize their  
27 collateral or enforce their pre-confirmation debts so long as  
28

1 Debtor performs all obligations under the Plan. If Debtor  
2 defaults in performing Plan obligations, any creditor can file a  
3 motion to have the case dismissed or converted to a Chapter 7  
4 liquidation, or enforce their non-bankruptcy rights. Debtor  
5 will be discharged from all pre-confirmation debts (with certain  
6 exceptions) if Debtor makes all Plan payments. Enforcement of  
7 the Plan, discharge of the Debtor, and creditors' remedies if  
8 Debtor defaults are described in detail in Parts 5 and 6 of the  
9 Plan.

10

11 **PART 1: TREATMENT OF SECURED CREDITORS**

12 **Debtor to Make Regular Payments and Pay Arrears Over Time.**

13       Debtors will pay the entire amount contractually due by  
14 making all post-confirmation regular monthly payments, and by  
15 paying all pre-confirmation arrears (including attorneys fees  
16 and late charges) with interest in 60 equal monthly payments,  
17 due the 10<sup>TH</sup> day of the month, **starting one month from the**  
18 **effective date.** To the extent arrears are determined to be  
19 other than as shown below, appropriate adjustments will be made  
20 in the number of payments.

23       Creditors in these classes may not repossess or dispose of  
24 their collateral so long as Debtor is not in material default  
25 under the Plan (defined in Part 6(b)). **These secured claims are**  
26 **impaired and entitled to vote on confirmation of the Plan.**

Class	Name of Creditor	Collateral	Regular Monthly Payment	Estimated Arrears	Interest Rate on Arrears	Monthly Payment on Arrears
1A	BAYVIEW LOAN SER,LLC/ ETRADE BANK; 1 <sup>ST</sup> DOT (# 2539)	1526 Morningstar Dr., Morgan Hill CA 95037 With BAYVIEW LOAN SER,LLC/ ETRADE BANK 1 <sup>ST</sup> Deed of Trust for	\$3682.22 for principal and interest per month of the variable interest rate and fluctuating ongoing escrow payments required by the Loan Documents.*  \$673,782.64	<u><b>TOTAL pre petition arrearage</b></u> <u><b>\$33,393.48</b></u>  <u><b>TOTAL post-petition arrearage</b></u> <u><b>\$72,643.18</b></u>	4.875% for 60 months	<u><b>Pre-petition arrearage:</b></u> (start effective date) <b>\$556.55 for 59 months and a final payment of 557.03 in month 60</b>  <u><b>Post-petition arrearage:</b></u> (start effective date) <b>60 pymts of \$1,366.71*</b>

- Secured Creditor, E-Trade Bank filed an objection to confirmation of Plan on 10/29/2013 regarding treatment of mortgage payment and pre and post petition arrears. The parties have conferred and agreed upon the treatment of E-Trade Bank's first lien secured by the Morningstar Property for purposes of Debtors' Chapter 11 Plan and those terms are reflected above and in a Stipulation filed on 2/27/2014 as docket # 121 with the Court prior to the Disclosure Statement Hearing.

**Debtor to Strip Off Lien.**

Debtors have obtained an order (3/29/2013 as docket # 68) fixing the secured amount of the following creditor's claims at zero. Debtors will pay nothing to those creditors as secured claims. Any claim of a creditor whose lien is stripped is a general unsecured claim treated in Part 2.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(b)). The Court's Guidelines for Valuing and Avoiding Liens in Individual Chapter 11 Cases and Chapter 13 Cases will apply. **These secured claims are**

1                   impaired and are entitled to vote on confirmation of the Plan.

2           Class	3           Name of Creditor	4           Collateral	5           Value
1B	JPMorgan Chase Bank, NA / 2 <sup>nd</sup> DOT (Acct # 8113)Primary	1526 Morningstar Dr., Morgan Hill CA 95037	\$286,960.00

6                   Property to be Surrendered.

7                   Debtor will surrender the following collateral on the  
8                   Effective Date of the Plan. The confirmation order will  
9                   constitute an order for relief from stay. Any secured claim is  
10                  satisfied in full through surrender of the collateral. Any  
11                  deficiency claim is a general unsecured claim treated in Part 2.  
12                  **These secured claims are not impaired and are not entitled to**  
13                  **vote on confirmation of the Plan.**

15           Class	16           Name of Creditor	17           Description of Collateral
1C	Pinnacle Bank	560 Church St, Morgan Hill, CA 95037 • Motion for Relief from Stay granted 2/22/2013
1D	Tax Collector, Santa Clara County	560 Church St, Morgan Hill, CA 95037 • Motion for Relief from Stay granted 2/22/2013 *
1F	AGCO Finance LLC	Peterson Tracktor Challenger MT275BL / RC205B/ Gearmore AV2-7

21                  • Pinnacle Bank has paid all outstanding property tax  
22                  delinquency according to the Tax Collector, Santa Clara  
23                  County website.

24                  **PART 2: TREATMENT OF GENERAL UNSECURED CREDITORS**

25                  Class 2(a). General Unsecured Claims.

26                  Allowed claims of under-secured and general unsecured  
27                  creditors, shall be paid as follows:

1                   **Percent Plan.** Creditors will receive on the Effective Date  
2 of the Plan a single payment equal to 5% of their allowed claim.  
3

4 5 6 7 8 9 10 11 12	Name of Creditor	Amount of Claim	Disputed	Amount to be Paid
			Y/N	
Citibank USA (Acct # 1318)	13,687.00	no	\$684	
Citi (Acct # 0115)	18,363.00	no	\$918	
FIA CARD SERVICES / BofA (Acct# 4677)	\$10,010.00	no	\$500	
Chase Mht Bk (Acct # 3381)	\$18,007.00	no	\$900	
JPMorgan Chase Bank, NA / 2nd DOT (Acct # 8113)Primary Residence 1526 Morningstar Dr., Morgan Hill CA 95037	\$286,960.00	no	\$14,348	
American Express (Acct # 2083)	450.00	no	\$22	
Cal Coast Credit Service (Acct # 6686)	\$1,696.00	no	\$85	
Cal Coast Credit Service (Acct # 4467)	\$177.00	no	\$9	
NCO Finance/99 (Acct # 7916)	\$426.00	no	\$22	
<b>TOTAL</b>	<b>\$349,776.00</b>		<b>\$17,488</b>	

13                   **PART 3: TREATMENT OF PRIORITY AND ADMINISTRATIVE CLAIMS**

14                   (a) Professional Fees.

16                   Debtor will pay the following professional fees on the  
17 effective date or upon approval by the court, whichever is  
18 later. Counsel is willing to accept payment over time. **Counsel**  
19 **is willing to accept monthly payment of \$200 per month.**

Name and Role of Professional	Estimated Amount
Michael H. Luu, Attorney for the Debtor, Raymond Jackson	\$15,000

24                   Professionals may not take collection action against Debtor  
25 so long as Debtor is not in material default under the Plan  
26 (defined in Part 6(b)). **Estate professionals are not entitled**  
27 **to vote on confirmation of the Plan.**

1 (b) **Other Administrative Claims.** Debtor will pay other allowed  
2 claims entitled to priority under section 503(b) in full on the  
3 Effective Date; except expenses incurred in the ordinary course  
4 of Debtor's business or financial affairs, which shall be paid  
5 when normally due and payable (these creditors are not listed  
6 below). All fees payable to the United States Trustee as of  
7 confirmation will be paid on the Effective Date; post-  
8 confirmation fees to the United States Trustee will be paid when  
9 due.

10 Administrative Creditors may not take any collection action  
11 against Debtor so long as Debtor is not in material default  
12 under the Plan (defined in Part 6(b)). **Administrative claimants**  
13 **are not entitled to vote on confirmation of the Plan.**

Name of Administrative Creditor	Estimated Amount of Claim
<b>NONE</b>	

17 (c) **Tax Claims.** Debtor will pay allowed claims entitled to  
18 priority under section 507(a)(8) in full over time with interest  
19 (at the non-bankruptcy statutory interest rate) in equal  
20 amortizing payments in accordance with section 511 of the  
21 Bankruptcy Code. Payments will be made monthly, due on the 10th  
22 day of the month, starting on the Effective date of the Plan.  
23 To the extent amounts owed are determined to be other than as  
24 shown below, appropriate adjustments will be made in the number  
25 of payments.

26 Priority tax creditors may not take any collection action  
27 against Debtor so long as Debtor is not in material default  
28

1 under the Plan (defined in Part 6(b)). Priority tax claimants  
2 are not entitled to vote on confirmation of the Plan.

Name of Creditor	Estimated Amount of Claim	Statutory Interest Rate	Payment Amount	Number of Payments
IRS	\$6,387.00 *	4%	188.57	36
FRANCHISE TAX BOARD	\$3,248.00 **	4%	96.00	36

- Debtor filed an Objection to IRS' Proof of Claim on 9/20/2013 and obtained Order Granting Objection on November 18, 2103. Debtor will file and get a timestamped receipt from the IRS for the 2007 and 2009 tax return prior to plan confirmation hearing.
- Debtor filed an Objection to Franchise Tax Board's Proof of Claim on 9/20/2013 and obtained Order Granting Objection on November 18, 2103.

#### 13 PART 4: EXECUTORY CONTRACTS AND UNEXPIRED LEASES

14 (a) Executory Contracts/Unexpired Leases Assumed. Debtor  
15 assumes the following executory contracts and/or unexpired  
16 leases upon confirmation of this Plan and will perform all pre-  
17 confirmation and post-confirmation obligations thereunder.  
18 Post-confirmation obligations will be paid as they come due.  
19 Pre-confirmation arrears will be paid in full on the Effective  
20 Date in full.

Name of Counter Party	Description of Contract/Lease	Estimated Total Cure Amnt	Installment Amount	Number of Installments
None	None	None	None	None

24 (b) Executory Contracts/Unexpired Leases Rejected. Debtor  
25 rejects the following executory contracts and/or unexpired  
26 leases and surrenders any interest in the affected property, and  
27 allows the affected creditor to obtain possession and dispose of  
28

1 its property, without further order of the court. Claims  
2 arising from rejection of executory contracts have been included  
3 in Class 2 (general unsecured claims).

Name of Counter-Party	Description of Contract/Lease
None	

6 (c) Executory contracts and unexpired leases not specifically  
7 assumed or rejected above will be deemed rejected.  
8

#### 9 **PART 5: DISCHARGE AND OTHER EFFECTS OF CONFIRMATION**

10 (a) **Discharge.** Debtor shall not receive a discharge of debts  
11 until Debtor makes all payments due under the Plan or the court  
12 grants a hardship discharge.

13 (b) **Vesting of Property.** On the Effective Date, all property  
14 of the estate and interests of the Debtor will vest in the  
15 reorganized Debtor pursuant to § 1141(b) of the Bankruptcy Code  
16 free and clear of all claims and interests except as provided in  
17 this Plan, subject to revesting upon conversion to Chapter 7 as  
18 provided in Part 6(e) below.

19 (c) **Plan Creates New Obligations.** Except as provided in  
20 Part 6(d), the obligations to creditors that Debtor undertakes  
21 in the confirmed Plan replace those obligations to creditors  
22 that existed prior to the Effective Date of the Plan. Debtor's  
23 obligations under the confirmed Plan constitute binding  
24 contractual promises that, if not satisfied through performance  
25 of the Plan, create a basis for an action for breach of contract  
under California law. To the extent a creditor retains a lien  
under the Plan, that creditor retains all rights provided by

1 such lien under applicable non-Bankruptcy law.

2 **PART 6: REMEDIES IF DEBTOR DEFAULTS IN PERFORMING THE PLAN**

3 **(a) Creditor Action Restrained.** The confirmed Plan is binding  
4 on every creditor whose claims are provided for in the Plan.  
5 Therefore, even though the automatic stay terminates on the  
6 Effective Date with respect to secured claims, no creditor may  
7 take any action to enforce either the pre-confirmation  
8 obligation or the obligation due under the Plan, so long as  
9 Debtor is not in default under the Plan, except as provided in  
10 Part 6(e) below.

11 **(b) Obligations to Each Class Separate.** Debtor's obligations  
12 under the Plan are separate with respect to each class of  
13 creditors. Default in performance of an obligation due to  
14 members of one class shall not by itself constitute a default  
15 with respect to members of other classes. For purposes of this  
16 Part 6, the holders of all administrative claims shall be  
17 considered to be a single class, the holders of all priority  
18 claims shall be considered to be a single class, and each non-  
19 debtor party to an assumed executory contract or lease shall be  
20 considered to be a separate class.

21 **(c) Material Default Defined.** If Debtor fails to make any  
22 payment, or to perform any other obligation required under the  
23 Plan, for more than 10 days after the time specified in the Plan  
24 for such payment or other performance, any member of a class  
25 affected by the default may serve upon Debtor and Debtor's  
26 attorney (if any) a written notice of Debtor's default. If  
27 Debtor fails within 30 days after the date of service of the  
28

1 notice of default either: (i) to cure the default; (ii) to  
2 obtain from the court an extension of time to cure the default;  
3 or (iii) to obtain from the court a determination that no  
4 default occurred, then Debtor is in Material Default under the  
5 Plan to all the members of the affected class.

6 **(d) Remedies Upon Material Default.** Upon Material Default, any  
7 member of a class affected by the default: (i) may file and  
8 serve a motion to dismiss the case or to convert the case to  
9 Chapter 7; or (ii) without further order of the court has relief  
10 from stay to the extent necessary, and may pursue its lawful  
11 remedies to enforce and collect Debtor's pre-confirmation  
12 obligations.

13 **(e) Claims not Affected by Plan.** Upon confirmation of the  
14 Plan, and subject to Part 5(c), any creditor whose claims are  
15 left unimpaired under the Plan may, notwithstanding paragraphs  
16 (a), (b), (c), and (d) above, immediately exercise all of its  
17 contractual, legal, and equitable rights, except rights based on  
18 default of the type that need not be cured under section  
19 1124(2)(A) and (D).

20 **(f) Effect of Conversion to Chapter 7.** If the case is at any  
21 time converted to one under Chapter 7, property of the Debtor  
22 shall vest in the Chapter 7 bankruptcy estate to the same extent  
23 provided for in section 348(f) of the Bankruptcy Code upon the  
24 conversion of a case from Chapter 13 to Chapter 7.

25 **(g) Retention of Jurisdiction.** The bankruptcy court may  
26 exercise jurisdiction over proceedings concerning: (i) whether  
27 Debtor is in Material Default of any Plan obligation; (ii)

1 whether the time for performing any Plan obligation should be  
2 extended; (iii) adversary proceedings and contested matters  
3 pending as of the Effective Date or specifically contemplated in  
4 this Plan to be filed in this court (see Part 7(f)); (iv)  
5 whether the case should be dismissed or converted to one under  
6 Chapter 7; (v) any objections to claims; (vi) compromises of  
7 controversies under Fed. R. Bankr. Pro. 9019; (vii) compensation  
8 of professionals; and (viii) other questions regarding the  
9 interpretation and enforcement of the Plan.

10

**PART 7: GENERAL PROVISIONS**

11

12 (a) **Effective Date of Plan.** The Effective Date of the Plan is  
13 the fifteenth day following the date of the entry of the order  
14 of confirmation, if no notice of appeal from that order has been  
15 filed. If a notice of appeal has been filed, Debtor may waive  
16 the finality requirement and put the Plan into effect, unless  
17 the order confirming the Plan has been stayed. If a stay of the  
18 confirmation order has been issued, the Effective Date will be  
19 the first day after that date on which no stay of the  
20 confirmation order is in effect, provided that the confirmation  
21 order has not been vacated.

22 (b) **Disputed Claim Reserve.** Debtor will create a reserve for  
23 disputed claims. Each time Debtor makes a distribution to the  
24 holders of allowed claims, Debtor will place into a reserve the  
25 amount that would have been distributed to the holders of  
26 disputed claims if such claims had been allowed in the full  
27 amount claimed. If a disputed claim becomes an allowed claim,  
28 Debtor shall immediately distribute to the claimant from the

1 reserve an amount equal to all distributions due to date under  
2 the plan calculated using the amount of the allowed claim. Any  
3 funds no longer needed in reserve shall be [select one]  
4 [returned to Debtor] [distributed pro-rata among allowed claims  
5 in this class].

6 **(c) Cramdown.** Pursuant to section 1129(b) of the Bankruptcy  
7 Code, Debtor reserves the right to seek confirmation of the Plan  
8 despite the rejection of the Plan by one or more classes of  
9 creditors.

10 **(d) Severability.** If any provision in the Plan is determined  
11 to be unenforceable, the determination will in no way limit or  
12 affect the enforceability and operative effect of any other  
13 provision of the Plan.

14 **(e) Governing Law.** Except to the extent a federal rule of  
15 decision or procedure applies, the laws of the State of  
16 California govern the Plan.

17 **(f) Lawsuits.**

18 Debtor believes that causes of action for fraudulent  
19 transfers, voidable preferences, or other claims for relief  
20 exist against the following parties:

Party	Creditor Y/N	Nature of Claim	Amount of Claim	Will Debtor Prosecute Action? Y/N
<b>NONE</b>				

24 **(g) Notices.** Any notice to the Debtor shall be in writing, and  
25 will be deemed to have been given three days after the date sent  
26 by first-class mail, postage prepaid and addressed as follows:  
27

28 **MICHAEL H. LUU**

Attorney at Law  
2060 Aborn Road, suite 240  
San Jose, CA 95121

(h) Post-Confirmation United States Trustee Fees Following confirmation, Debtor shall continue to pay quarterly fees to the United States Trustee to the extent, and in the amounts, required by 28 U.S.C. § 1930(a)(6). So long as Debtor is required to make these payments, Debtor shall file with the court quarterly reports in the form specified by the United States Trustee for that purpose.

(i) **Deadline for §1111(b) Election** Creditors with an allowed secured claim can make a timely election under §1111(b) no later than 14 days before the first date set for the hearing on confirmation of the Plan.

Dated: March 25, 2014

*/s/ Ray Jackson*

**Ray Jackson, Debtor**

/s/ Michael H. Luu

**Attorney for Debtor**

### Attorney Certification

I, Michael H. Luu, am legal counsel for the Debtor(s) in

the above-captioned case and hereby certify the following: (i) the foregoing plan is a true and correct copy of the Individual Chapter 11 Combined Plan and Disclosure Statement promulgated by the Northern District of California, San Francisco Division, on December 7, 2011 (the "Standard-Form Plan"); and (ii) except as specified below, there have been no alterations or modifications to any provision of the Standard-Form Plan.

The following provisions of the Standard-Form Plan have been altered or otherwise modified.

- Page 4 , line 11-16  
Stipulation to be filed
- Page 5, line 21 - 23  
Property tax paid
- Page 8 , line 7-12  
Objection to IRS & FTB Proof of Claims

I declare that the foregoing is true and correct. Executed  
this 25<sup>th</sup> day of March, 2014.

/s/ Michael H. Luu

Attorney for Debtor(s)

#### Exhibit 1 - Events That Led To Bankruptcy

1 Debtor owns one primary residence and a rental real property  
2 as a 20 acres Horse Ranch with 80 horse stable capacity. Debtor  
3 owns and operates a company, VIPaws, Inc. that was set up to  
4 manage the Horse ranch. Due to the economic downturn, all  
5 properties have negative values. The Horse ranch also suffered  
6 from declining sales the last several years. Debtors have also  
7 fallen behind 10 months on the mortgage of his primary home.  
8 Debtor came to file this Chapter 11 bankruptcy due to the  
9 foreclosure sale of his primary residence on July 31, 2012, the  
10 same day as this bankruptcy filing. Debtor intends to cure the  
11 mortgage arrearage of his primary residence with Bayview/ ETrade  
12 Bank, strip the second mortgage with JPMorgan Chase Bank, NA and  
13 surrender the 20 acres Horse Ranch with 80 horse stable capacity.  
14 Debtor has started working full time as of July 15, 2012 and  
15 currently has sufficient income as a Sale Manager working at  
16 ConnectAndSell, Inc.

17 But for the limits under 11 USC §19(e) Debtor would have  
18 filed a petition under Chapter 13 of the U.S. Bankruptcy Code.

20 Debtor filed this case to reorganize his debts and to  
21 that end is proposing the accompanying plan.

**Exhibit 2 - What Creditors Would Receive if the Case Were Converted to a Chapter 7**

Real Property #1: 1526 Morningstar Dr., Morgan Hill CA 95037  
(Primary)

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$673,792	1 <sup>st</sup> \$643,345	\$65,000	\$0.00	\$0.00	\$0.00
	2nd \$286,960				

Real Property #2: 560 Church St, Morgan Hill, CA 95037  
(Rental 1)

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
\$1,200,000	1 <sup>st</sup> \$1,838,970	\$125,000	\$00.00	\$00.00	\$00.00

### Personal Property:

Description	Liquidation Value	Secured Claim	Amt of Exemption	Net Proceeds
Cash <b>(this balance is net of other cash collateral DIP bank acct)</b>	\$29,512	\$00.00	\$29,512	\$00.00
VPawz Inc.	\$5,000	\$00.00	\$5,000	\$00.00
Other Personal Property	\$3,750	\$00.00	\$3,750	\$00.00
<b>TOTAL</b>				\$00.00

Net Proceeds of Real Property and Personal Property	\$00.00
Chapter 7 Administrative Claims	\$00.00
Chapter 11 Administrative Claims	(\$975.00)
Priority Claims	(\$9,635.00)
Chapter 7 Trustee Fees	\$00.00
Chapter 7 Trustee's Professionals	\$00.00
NET FUNDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CREDITORS	\$00.00

Estimated Amount of Unsecured Claims	\$62,816.00
Percent Distribution to Unsecured Creditors Under Proposed Plan	5%
Percent Distribution to Unsecured Creditors Under Liquidation Analysis	0.00%

1 **Exhibit 3 - Monthly Income and Expenses**

2 <b>Income</b>	3 <b>Amount</b>
4 Gross Employment Income (ConnectAndSell, Inc.)	5 \$11,128.00
6 Positive Cash Flow on Investment Property (Exhibit 5, Line A)	7 \$ 00.00
7 <b>Additional Income and Support from non-filing spouse</b>	8 \$ 2,400.00
8 <b>A. Total Monthly Income</b>	9 \$13,528.00
<b>Expenses</b>	
9 Includes Plan Payments on Secured Claims for Residence and Car	10 <b>Amount</b>
10 Payroll Taxes and Related Withholdings	11 \$ 4,075.00
11 Shelter Expenses (rent/mortgage, insurance, taxes, utilities)	12 \$ 4,082.00
12 Real property 1	
13 Monthly Payment for Arrear Class 1A	14 \$ 1,923.00
14 Household Expenses (food)	15 \$ 500.00
15 Transportation Expenses (car payments, insurance, fuel)	16 \$ 660.00
16 Personal Expenses (e.g. recreation, clothing, cellphone, medical)	17 \$ 1,455.00
17 Alimony / Child Support	18 \$ 00.00
18 Negative Cash Flow on Investment Property (Exhibit 5, Line B)	19 \$ 00.00
19 <b>B. Total Monthly Expenses</b>	20 \$12,695.00
20 <b>C. Disposable Income (Line A - Line B)</b>	21 \$ 833.00
<b>Plan Payments</b>	
21 Plan Payments Not Included in Calculating Disposable Income	22 <b>Amount</b>
22 Administrative Claims	23 \$ 210.00
23 Priority Claims (Tax)	24 \$ 285.00
24 Attorney's Fee	25 \$ 200.00
25 <b>A. Total Plan Payments</b>	26 \$ 385.00
26 <b>B. Plan Feasibility (Line C - Line D)</b>	27 \$ 138.00
(Not feasible if less than zero)	

1 **Exhibit 4 - Effective Date Feasibility**

2 Can the Debtor Make the Effective Day Payments?

	Amount	Amount
A. Projected Total Cash on Hand on Effective Date		\$20,000.00
Payments on Effective Date		
Unsecured Claims	\$17,488.00	
Administrative Claims	\$0.00	
Priority Claims	\$0.00	
U.S. Trustee Fees	\$640.00	
B. Total Payments on Effective Date		\$18,128.00
C. Net Cash on Effective Date (Line A - Line B)		\$1,872.00

1 **Exhibit 5 -Investment Property Analysis**

2 **Property with Positive Monthly Cashflow:**

3 N/A (ONLY PRIMARY RESIDENCE WITHOUT RENTAL INCOME)

4

5 <b>A. Total Positive Cash Flow</b>	6 \$ 00.00
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